



REQUEST FOR PROPOSAL

CJIS Services Review and Consultation

RFP 22000000001

Issued: December 21, 2021

Alabama Law Enforcement Agency
201 South Union Street
Montgomery, AL 36104
(334) 676-8000
www.alea.gov

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Section I Introduction

The Alabama Law Enforcement Agency (“ALEA”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, to review and assess the data and technology operations of the Criminal Justice Information Services Division of ALEA (“ALEA CJIS”), to develop long-term and short-term strategic plans for updating and streamlining all ALEA CJIS technology operations, to consult on improvements, to assist in developing bid specifications or RFPs for ALEA-specific or CJIS statewide information technology or services, including an RFP to acquire a Computerized Criminal History System (“CCH”), and as needed, assist with the implementation of awarded bids or RFPs. All interested vendors are invited to submit a proposal in accordance with the requirements specified in this RFP.

1.1 Purpose of RFP

ALEA was created in 2015 through the merger of several independent state law enforcement agencies. As a result, official government functions related to criminal justice information systems, criminal records, the state identification system (“ABIS”) and other technical and informational functions, which were spread across agencies, are now consolidated into a single Criminal Justice Information Services Division of the State Bureau of Investigation within ALEA.

A chosen vendor must provide ALEA with guidance through an evaluation of the ALEA CJIS technology operations, staffing, and overall capabilities. A chosen vendor will also assist with the evaluation, replacement, and acquisition of a new CCH System.

The chosen vendor must have significant experience consulting on matters related to integrating and exchanging information under the authority of the Federal Bureau of Investigation Criminal Justice Information Services Division (“FBI CJIS”) at the state level. The chosen vendor must also have extensive knowledge of federal requirements for compliance with FBI CJIS Security Policy.

1.2 Scope of RFP

The goal of this RFP is to acquire consulting services for the following scope:

- a) Assist with the ongoing implementation of the new ALEA ABIS system.
- b) Develop a plan for the use of biometric devices compatible with the new ALEA ABIS system by state and local criminal justice agencies, to include, but not limited to, the acquisition and integration of:
 - a. Mobile biometric recognition devices.
 - b. Mobile biometric capture devices.
 - c. Fixed location biometric capture devices.
 - d. Iris recognition devices.
- c) Develop specifications for a new ALEA CCH system, assist with an RFP or bid process to acquire such system, and assist with the system’s implementation.
- d) Develop specifications for a new ALEA records management system.
- e) Develop specifications for a new ALEA computer-aided dispatch (CAD) system.
- f) Review current ALEA CJIS civil and applicant background check processes and recommend potential improvements.
- g) Analyze the current ALEA data systems, operational needs, and business processes and articulate a gap analysis for opportunities to fulfill the data sharing mission of ALEA CJIS.
- h) Determine the needs and opportunities for additional data sets.

- i) Review potential improvements and solutions, design options, products, and vendors.
- j) Assess the potential integration of available data into ALEA CJIS information systems, and recommend and assist ALEA CJIS, ALEA IT, and other associated technology partners and vendors to perform such integration.
- k) Develop an overall operational master plan, both short term and long term, for the required data functions of ALEA CJIS.
- l) Assist with the development of necessary RFPs or bids for the implementation of the short-term and long-term strategic plans, as well as the specific systems mentioned above.

The Vendor may be asked to:

- a) Assist with identifying funding sources and opportunities;
- b) Assist in the award of contracts;
- c) Assist in the project management; and/or
- d) Assist in the adjustment and further development of the master plan and/or ALEA business practices.
- e) Assist with the development of necessary RFPs or bids, as well as the implementation of the awarded RFPs or bids, for systems or services needed to fulfill the short-term and long-term strategic plans, including the specific systems mentioned above.

The final Scope of Work may change at the time of selection, and any changes will be incorporated into the contract.

1.3 Minimum Requirements

To be eligible to submit a proposal for this RFP, the Vendor, at a minimum, must meet all of the following requirements:

- 1. Possess Project Management Professional ("PMP") or comparable certification.
- 2. Possess experience transitioning multiple information systems from their respective legacy system that are at least 10 years old.
- 3. Possess experience with implementation of a criminal history records system of comparable size and scope (see **Attachment A** for current CCH description).
- 4. Possess experience with a state message switch regarding both its interaction with local, state and federal agencies through Nlets.
- 5. Possess experience with implementation of a criminal history records system, including both criminal and civil aspects.
- 6. All experience under these requirements must be documented and demonstrate a minimum of three years of experience.
- 7. Meet current FBI Security Policy standards for access to Criminal Justice Information ("CJI").

Section II General Terms & Conditions

2.1 Key Dates & Contact Information

The following key dates pertain to this RFP. Working days are Monday through Friday, excluding any State of Alabama holidays.

Event	Date/Time
RFP Released	December 21, 2021
Vendor Conference	December 28, 2021 10 am CST
Vendor Final Questions Due	December 31, 2021 4 pm CST
Answers to Vendor Questions Due	January 7, 2022 Noon CST
Close Date - RFP Responses Due	January 18, 2022 4 pm CST
Bid Opening	January 19, 2022 10 am CST

For any questions or issues, please contact the RFP Coordinator

Beverly Anderson

(334) 676-8000

Email: Beverly.Anderson@alea.gov

Responses to this RFP must be received in the ALEA Accounting Office by 4:00 p.m., Central Standard Time, on January 18, 2022. Packages must be clearly marked as:

ALEA RFP 22000000001: Purchasing Beverly Anderson
Sealed Bid DO NOT OPEN.

2.2 Responsibility to Read and Understand

By responding to this solicitation, the Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation.

2.3 Reservations

In addition to any other reservations made herein, ALEA reserves the following rights:

- a) to cancel this RFP.
- b) to reject any or all proposals.

- c) to reject individual proposals for failure to meet any requirement.
- d) to award by item, part or portion of an item, group of items, or total.
- e) to waive minor defects and/or seek additional proposals.
- f) to award one or more professional service contracts that ALEA determines to be in the best interest of the state and ALEA.
- g) to award the contract to a vendor other than the lowest-priced vendor, if a higher-priced proposal provides the best value as determined by ALEA.

2.4 No Right to Selection or a Contract

The submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ALEA only and is to provide the ALEA with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ALEA and made to favor the State.

2.5 Clarification/Supplementation Request from ALEA

ALEA may seek and receive necessary clarification/supplementation from Vendor within five (5) days of receiving responsive proposals and prior to awarding any contract. Clarification/supplementation during this period will be limited to ensuring compliance with requirements, forms, and certifications and is not an opportunity for Vendor to modify substantive terms or its monetary proposal.

2.6 Vendor Registered to do Business in Alabama

All responsive vendors must be registered to perform business with the State of Alabama. A copy of the **State Vendor Application** and information pertinent to doing business with the State is available online at: <https://procurement.staars.alabama.gov>. Registration is required every three (3) years. Applications should be submitted to the Purchasing Division of the Alabama Department of Finance. Additionally, vendors must be registered in the State of Alabama Accounting System (STAARS) to receive payment for services rendered.

General terms and conditions provided by the Alabama Department of Finance through the STAARS Purchasing System are hereby incorporated into this RFP by reference.

2.7 Vendor Contact

ALEA will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor expressly designates another person in writing.

2.8 Communications

From the date of publication of this RFP until such time as a binding contractual agreement exists with a Selected Vendor or until such time as ALEA rejects all proposals, Informal Communication shall cease and only Formal Communication will be allowed between any Vendor and ALEA. Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

Informal Communication shall include, but not be limited to, any communications from any Vendor to any facility, division, employee, agent, or representative of ALEA, with the sole exception being communications by vendors for information, comments, or speculation directed to ALEA's RFP Coordinator.

Formal Communication shall include Written Requests for Clarification/Information (pursuant to Sections 2.5), Oral Presentations if requested by ALEA, or Negotiations with the Selected Vendor.

2.9 Cost of Preparation

ALEA is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor's proposal regardless of whether or not Vendor is selected for negotiations. Any costs associated with this RFP will be the responsibility of Vendor and will in no way be charged to the ALEA or the State of Alabama.

2.10 Proposal Conditions

All Vendor proposals will remain firm and unaltered for one-hundred and twenty (120) days after the proposal due date shown or until the contract is fully executed with any Vendor, whichever is earlier. An exception to this criterion will be if the Vendor is engaged in contract negotiations. That Vendor will then be allowed to make proposal modification(s), only in accordance with a request by ALEA. ALEA may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

Proposal evaluations will be scored based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the Selected Vendor. All proposals received will become the property of ALEA. ALEA further reserves the right to use for its benefit the ideas contained in proposals received.

Vendor must provide in the responsive proposal all applicable hourly rates and an itemized breakdown of costs (direct and indirect) based on the services that will be required. If multiple individuals may provide service under an executed contract, this information must be provided for each such individual. Failure to provide hourly rates for all services required in this RFP may result in a proposal being considered non-compliant.

Vendor must specify in the proposal the anticipated location(s) where the work will be performed. Vendor is not to use ALEA facilities or offices to provide services, unless specifically approved by ALEA.

All work performed by Vendor will comply with FBI CJIS Security Policy, Alabama Justice Information Commission Policy, ALEA policies and procedures, and industry standard best practices.

2.11 Vendor Certifications Based Upon Proposal Submission

By submitting a proposal:

- a) Vendor warrants acceptance and agreement with all terms and conditions presented in this RFP and that all statements contained in the proposal are true and correct. The Vendor further certifies that Vendor is legally authorized to conduct business within the State of Alabama and capable of providing the services described. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of ALEA. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.
- b) Vendor warrants that neither Vendor nor any Vendor trustee, officer, director, employee, agent, servant, volunteer, subcontractor, or assign, is a current employee of ALEA and that no such individuals have been employed by ALEA within a two (2) year window preceding the

issuance of this RFP. During the term of any awarded contract, Vendor shall be responsible for ensuring compliance with this requirement.

- c) Vendor certifies that neither Vendor nor any Vendor representative, trustee, officer, director, employee, agent, servant, volunteer, subcontractor, or assign is affiliated with or has publicly or privately colluded with any other vendor or any representative, trustee, officer, director, employee, agent, servant, volunteer, or assign of ALEA.
- d) Vendor certifies that it has disclosed and agrees it is obligated to continue to disclose financial and other interests (public or private, direct or indirect) that may pose a potential conflict of interest or which may conflict, in any manner, with Vendor's obligations and performance of an awarded contract. Vendor certifies it shall not employ any individual with a conflict of interest to perform any service described in this RFP.
- e) Vendor warrants it read and thoroughly examined the RFP and acknowledges failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

2.12 Opening Date

Vendor proposals will be opened on January 19, 2022, at 10:00 am in the ALEA IT Conference Room located at 201 South Union Street, Montgomery, AL 36104. Only the names of Vendors who submitted proposals will be announced.

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening. ALEA does not accept responsibility of premature openings of proposals, which were not properly identified, or which arrived late for whatever reason. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

2.13 Evaluation and Selection

ALEA will designate a Proposal Evaluation Committee to be made up of at least four (4) members of ALEA Senior Staff. ALEA reserves the right to include a qualified expert with relevant experience to participate in proposal evaluations. The Proposal Evaluation Committee will evaluate all proposals using the criteria outlined in Section 4.10, **Evaluation Criteria**, and make a recommendation to the Secretary of ALEA who will make the final selection.

ALEA may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services as proposed, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract.

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contract requirements.

Upon the award of, or the announcement of the decision to award a contract, ALEA will inform the Selected Vendor in writing. See Section 4.11 for more details.

2.14 Contract Negotiations

The Selected Vendor may be required to enter into contract negotiations at the discretion of ALEA. If an agreement cannot be reached to the satisfaction of ALEA, it may reject the Vendor's proposal or revoke the selection and begin negotiations with another qualified and responsive vendor.

This RFP does not, by itself, obligate ALEA; such obligation shall commence only upon the execution of any properly approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with Vendor's proposal. ALEA hereby reserves the right to add terms and conditions during contract negotiations, within the scope of this RFP.

2.15 Cost of the Resulting Contract

Per each proposed service listed in Section III Statement of Work, the Vendor shall state the cost for each service, whether it be a total cost of the accomplished service or a fixed rate for the personnel needed to accomplish the service. If a fixed rate is submitted, then the Vendor shall provide a rate per type of position necessary to accomplish the service.

Each service listed in Section III Statement of Work may be accepted and utilized separately at the sole option of ALEA.

2.16 Resulting Contract General Terms

- a) A standard contract will be required. Upon acceptance of Vendor's proposal by ALEA, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Legislative Contract Review Oversight Committee of the State of Alabama and to approval and signature of the Governor of the State of Alabama. The executed contract will not be effective until it has received all requisite state government approvals. Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or her designee. Vendor shall not begin performing services thereunder until notified by ALEA. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.
- b) The anticipated contract term for this RFP is a two (2) year period. ALEA reserves the right, however, to include up to three (3), one-year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, ALEA has the sole option to exercise renewal options. To be effective, any renewals must also be submitted and approved by the Alabama Legislative Contract Review Oversight Committee and require the approval and signature of the Governor of the State of Alabama.
- c) The resulting contract will be comprised of negotiated standard contract terms, this RFP, the Successful Vendor's proposal, and any changes or modifications made during the negotiation process, limited to the scope of this RFP and the Successful Vendor's proposal. The contract, including any attachments, will constitute the entire contract between Selected Vendor and ALEA. The executed contract and any renewals thereof are subject to review and approval by the Legislative Contract Review Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and ALEA to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State Law.
- d) A contract shall not be assignable by Vendor.

- e) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendor(s), and employee(s) shall not be considered to be agent(s), distributor(s), or representative(s) of ALEA. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of ALEA or under the Alabama State Merit System Act.
- f) Selected Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Subcontracting may be allowed, at the sole discretion of ALEA, but must be disclosed as a part of the proposal or otherwise approved in advance by ALEA.
- g) ALEA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) days written notice to Selected Vendor. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of any resulting contract.
- h) If ALEA terminates for convenience, it will pay Selected Vendor only for authorized expenses delivered satisfactorily and incurred up to the time of termination.
- i) ALEA reserves the right to provide additional terms within the scope of original RFP in the negotiation stage.

2.17 Billing

- a) Vendor shall provide an invoice pursuant to a services contract.
- b) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to ALEA. If it is determined that taxes are legally chargeable to ALEA, ALEA will pay the tax as required. State and federal tax exemption information is available upon request. ALEA does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
- c) Vendor will comply with applicable tax requirements and will timely pay such taxes. Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax and any other taxes so authorized.
- d) Payments delayed by ALEA at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by ALEA.
- e) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract. This may include prorating payments that extend beyond the end of the fiscal year for ALEA.
- f) Vendors must be registered in the State of Alabama Accounting System (STAARS) to receive payment. To register visit the State of Alabama Vendor Self Service (VSS) web site, <https://procurement.staars.alabama.gov>.

2.18 Confidentiality and Use of Work Product

Any documents or information obtained by Vendor from ALEA in connection with this RFP or the resulting contract will be kept confidential and will not be provided to any third party unless ALEA approves disclosure in writing. All work products produced under the RFP including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether

preliminary or final, will become and remain the property of ALEA. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to ALEA in furtherance of performance of the resulting contract will remain the property of Selected Vendor. Selected Vendor grants to ALEA a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

Section III Statement of Work

The final Scope of Work may change at the time of selection and any changes will be incorporated into the final contract. Each Service listed below should be separately addressed in corresponding section numbers in the proposal.

Vendor's Proposal shall include a sufficiently detailed plan to provide any and all of the following **deliverable services**, at the ALEA's exclusive discretion:

3.1 ABIS Implementation

Assist with the ongoing implementation of the new NEC biometric identification system. Such assistance may include a review of the status, quality control, project management and any other consulting functions to ensure a successful ABIS implementation.

3.2 Plan Biometric Device Usage and Integration

Develop a plan for the use of biometric devices compatible with the new ALEA ABIS system by state and local criminal justice agencies, specifically to include the acquisition and integration of mobile biometric recognition devices, mobile biometric capture devices, stationary biometric capture devices, and iris recognition devices. The plan may include development of usage policy, integration into the ALEA ABIS system, training or any other usage requirements to successfully implement such devices.

3.3 CCH Replacement

Assist with the replacement of the current CCH system; such assistance shall include identifying technical challenges and cost drivers, identifying all potential vendors and their capabilities to ensure a request for bid or an RFP is widely distributed, obtaining cost and scheduling estimates, and responding to questions once a bid or an RFP is posted. Assist as a non-voting participant with the selection process for the CCH replacement bid or RFP and possibly assist with contract negotiations. Once awarded, assist with the implementation.

For the purpose of this section, the proposal should assume the current number of records is approximately 2.5 million persons representing approximately 5 million arrests.

3.4 Records Management System Specifications

Develop specifications for a records management system ("RMS") for ALEA law enforcement units; such assistance shall include identifying technical challenges and cost drivers, identifying all potential vendors and their capabilities.

3.5 Computer Aided Dispatch System Implementation

Develop specifications for a Computer Aided Dispatch ("CAD") system for ALEA; such assistance shall include identifying technical challenges and cost drivers, identifying all potential vendors and their capabilities.

For the purpose of this section, the proposal should assume a statewide CAD with the ability to dispatch from multiple locations and communicate with local dispatch and CAD systems.

3.6 Assessment of ALEA CJIS Background Check Services

Analyze the current process used by ALEA CJIS to fulfill its responsibilities for providing civil and applicant background checks, recommend potential new options to make the process more

efficient, assist in the creation of an effective workflow for the civil and applicant background check operations. Assist with the acquisition of a vendor (or vendors) to perform civil background check services for applicants or other parties allowed by state law to receive background checks for non-criminal purposes. Such assistance shall include technical challenges and cost drivers, identifying all potential vendors and their capabilities to ensure a request for bid or RFP is widely distributed, obtaining cost and scheduling estimates, and responding to questions once a bid or an RFP is posted. Assist as a non-voting participant with the selection process for the third-party civil background check service bid or RFP and possibly assist with contract negotiations.

3.7 Assessment of Enterprise Architecture and Staffing Capabilities

Provide an initial assessment of current CJSD and CJIS-related information technology infrastructure and systems determining enterprise architecture and a comprehensive list of business processes and interfaces, and of staff knowledge, skills, and abilities. The assessment shall include an identification of the condition and stability of the various systems, the priority for rehabilitation, and the operational impact of different solutions and options. The assessment shall identify and describe the interoperability of the current data systems and applications.

3.8 Assessment of Current ALEA Technology Vendors and Service Providers

Provide for a plan to review and assess the available data system products and vendors for biometric and criminal history data management, with assessment of their suitability for ALEA's system needs, to include the benefits and detriments of each in a process of development or migration.

3.9 Advise on Products Currently Available in CJIS Market

Provide assessments as requested of the available data system products and vendors for biometric and criminal history data management, and other information technology products, related to the mission of ALEA CJIS. This should include an assessment of their suitability for ALEA's system needs, to include the benefits and detriments of each in a process of development or migration.

3.10 Access ALEA CJIS Data

Provide assessments of data received by ALEA CJIS, determine if there are better methods to receive such data and provide a gap analysis of any state or federal data that should or could be received to improve the responsibilities of ALEA CJIS. Assessments of potential methods should include their suitability for ALEA's system needs, to include the benefits and detriments of each in a process to acquire and integrate data, and the necessary level of development or additional processes that may coincide.

3.11 Development of a Short-Term and Long-Term Master Plan for ALEA CJIS

Provide a short-term and long-term master plan to update and streamline ALEA CJIS systems and infrastructure. The plans must provide: a seamless transition to any new system allowing for continuous operations as new systems and solutions are implemented; a governance model for implementation of any proposed solutions, including collaborative participation by ALEA, ALEA CJIS, and IT staff; suggested priorities for implementing different options, together with clear recommendations for the optimum sequence for development based on the various data applications and the interoperability of the data sources and systems; and a cost/benefit analysis of different available products, vendors, or various alternatives including recommendations with clearly stated assumptions. The plans must also identify necessary resources and timelines for

implementation. If possible, the plans shall identify phases for implementation of the various systems upgrades or replacements, with associated costs and projected timetables, and identify potential funding sources for implementation of the master plans. Provide a communications plan for internal ALEA stakeholders to gain an understanding and ownership of the recommended outcomes of the plan(s). Provide a communications plan for external stakeholders including user agencies, data providers, and national and federal partners to assist ALEA with implementation of the plan(s).

3.12 Bid or RFP Development and Award

Assist with development of necessary bid specifications or RFPs resulting from recommendations in the master plans. Also assist as a non-voting participant with the selection process for published requests for bids or RFPs resulting from master-plan recommendations. Once a vendor is selected, assistance during contract negotiations may also be needed.

3.13 Communication with ALEA

Conduct regular scheduled meetings during the information gathering, planning, and implementation phases, and provide meeting reports and updates on a weekly basis. These meetings may be spread out over longer periods of time depending on the issue at hand but will be weekly during the development of a CCH replacement system RFP.

Section IV Instructions to Vendors, Proposal Preparation, & Selection Criteria

4.1 Deadline for Receipt of Proposal by ALEA

Proposals must be **received** in the ALEA Accounting Division by the date and time listed in Section 2.1 to be considered. All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ALEA Accounting Division and shall be date and time stamped accordingly. Vendors are solely responsible for assuring that proposals are received by the designated date and time.

4.2 Proposal Delivery

Proposals must be delivered through the US Postal Service, an express delivery service, such as FedEx or UPS, or hand-delivered to the following address:

State of Alabama
Alabama Law Enforcement Agency Accounting Division
Attn: Beverly Anderson
301 South Ripley Street
Montgomery, Alabama 36104

Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ALEA Accounting Division prior to the designated deadline.

4.3 Identification of Proposal Envelope

Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, "ALEA RFP 22000000001," hour, due date

of the proposal and “Sealed Bid DO NOT OPEN”. This format should be used on your proposal packaging. It is further suggested that, if you submit your proposal by a courier such as FedEx or UPS and place your sealed envelope inside the courier’s envelope, you clearly mark the courier’s envelope with the same information.

No other correspondence or other proposals should be placed in the envelope.

Envelopes that are prematurely opened due to Vendor’s failure to comply with this Section will not be considered. ALEA assumes no responsibility for the premature opening of any envelope not properly identified.

A sample of a return mailing label for identifying the package as a sealed proposal.

Vendor’s Name
Vendor’s Address

State of Alabama
Alabama Law Enforcement Agency
Accounting Division
Attn: Beverly Anderson
301 South Ripley Street
Montgomery AL 36104

ALEA Accounting
RFP 22000000001

RFP Hour and Due Date:
4:00 p.m. CST, January 18, 2021

Sealed Bid DO NOT OPEN

4.4 Unacceptable Proposals

Faxed, electronic, or oral proposals will not be accepted.

4.5 Exemption from Public Records Law

If the Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required copies below, also provide ALEA with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law.

This redacted copy shall be provided to ALEA at the same time Vendor enters its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify ALEA for any and all claims arising from or relating to Vendor’s determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor’s separate written "Acknowledgment" that must accompany the REDACTED COPY.

If Vendor fails to submit the REDACTED COPY and the Acknowledgment with its proposal, the ALEA is authorized to produce the entire proposal, as submitted, in response to any public records request.

4.6 Submission Requirements

One (1) original paper or hard copy of the proposal must be submitted along with four (4) additional paper or hard copies, including copies of required completed/notarized documents. Vendor must additionally submit an electronic copy, including all attachments, on a USB drive.

The proposal package must be fully sealed and properly labelled with Vendor's name, proposal opening date, and RFP number. Failure to submit the required number of copies in this requested format may prevent a Vendor's proposal from being evaluated.

The original proposal must be signed by an authorized representative of Vendor and must be notarized. Any changes appearing on the original proposal must be made in ink and initialed by the authorized representative of the Vendor.

If the Vendor submitting a proposal intends to outsource or subcontract any work to meet the requirements contained herein, such must be clearly stated in the proposal and details must be provided, including a name and description of the organization(s) being contracted. All forms and requirements of Vendor per this RFP shall equally pertain to any subcontractor(s).

Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal meeting all the required specifications of the RFP will be considered non-compliant.

The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP will result in the disqualification of Vendor's proposal. Proposals submitted on reduced and/or mutilated forms will be rejected.

A list of required forms and other information related to RFPs for ALEA can be found at <https://www.alea.gov/resources/request-proposal>.

4.7 Oral Presentation

ALEA may, at its sole option, elect to require oral presentation(s) by Vendors being considered for award. This provides an opportunity for ALEA to ask questions and for Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. ALEA will schedule the time and location of these presentations, if required. If requested, the oral presentations shall be considered part of the proposal and assessment as provided in Section 4.10.

4.8 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by ALEA prior to the scheduled opening time will be accepted. ALEA will supplement original proposals received with accepted written modification requests.

4.9 Suspected Errors/Clarification

If Vendor suspects an error, omission, or discrepancy in this RFP, Vendor must notify the RFP Coordinator via e-mail and such notification must be received by the ALEA by 4:00 p.m., Central Standard Time, on December 31, 2021. The subject line of the e-mail should read "RFP 22000000001". If appropriate, the ALEA will issue written instructions and make any necessary changes available to all interested parties by posting the same on ALEA's website, <http://www.alea.gov/RFP>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification by no later than 4:00 p.m., Central Standard Time, on December 31, 2021. The subject

line of the e-mail should read “RFP 22000000001”. In ALEA’s response, it will provide the request for clarification followed by a statement of clarification by posting the same on ALEA’s website, <http://www.alea.gov/RFP>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance’s Purchasing Division as required and by posting the same on ALEA’s website, <http://www.alea.gov/RFP>. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

4.10 Evaluation Criteria

Proposals will be evaluated by ALEA using the following criteria:

Criteria	Percentage
Experience, Expertise, Knowledge, Stability, and Reputation of Vendor	35%
Understanding and Responsiveness to RFP	25%
Proposed Cost	40%
Total Possible	100 %

Notwithstanding the foregoing, ALEA reserves the right to award on the basis of cost alone or to accept or reject any or all bids if it is determined to be in the best interest of the State.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

4.11 Selection Posted

After the evaluation of proposals received and selection of the Selected Vendor, written notice will be sent to the Selected Vendor and the selection and the award will be posted on ALEA’s website, <http://www.alea.gov/RFP>. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until ALEA signs a contract or determines negotiations with the Selected Vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with ALEA. ALEA anticipates making a vendor selection within **7 business days** from the date scheduled for proposal opening but reserves the right for an extension of time as required.

Section V Vendor Proposal Content & Minimum Requirements

Failure to complete and provide the following with the proposal submission will result in rejection of your proposal. For any portions for which no response is necessary, please mark the response as “N/A.”

5.1 Proposal Contents

The proposal shall contain at a minimum the following information:

- a) A **cover letter**, on company letterhead and signed by a person legally authorized to bind the Vendor, containing the following:

- a. The name, telephone number, mailing address, and email address of a contact person with authority to answer questions regarding the proposal and an individual to be notified regarding contractual issues;
 - b. A summary of the Vendor's knowledge, experience, and ability to perform the work requested in the RFP;
 - c. An affirmation that the Vendor will undertake the project in the required timeframe and at the cost stated in the proposal; and,
 - d. An affirmation that all statements made in the cover letter and proposal are true and accurate.
- b) Table of Contents.**
- c) Per each deliverable service described in Section III Statement of Work, designated by the corresponding section number in the RFP:
 - a. A clear and complete description of how the Vendor proposes to assist ALEA in achieving the deliverable services,
 - b. A cost by total cost of the service or by fixed rate per person, and
 - c. A proposed project schedule.
 - d) The structure of the Vendor's organization along with the names and resumes of the proposed staff to be assigned to this project, designated by deliverable service if necessary. A personnel list should include titles, roles and responsibilities, and certifications.
 - e) A summary of how the Vendor will report project status.
 - f) A plan to address any security concerns that may develop over the course of the project for any and all employees, principals, and agents of the Vendor.
 - g) At least three, but no more than five, references for which the Vendor successfully completed projects of similar size and scope within the prior five years. Each reference must include, at least, the following:
 - a. Organization name,
 - b. Organization contact person's email address and telephone number, and
 - c. Brief project description, including date of project.
 - h) All required forms (see below).

5.2 Required Forms

A list of required forms and other information related to RFPs for ALEA can be found at <http://www.alea.gov/RFP>. These completed forms must be included with the Vendor Proposal:

1. Cover Sheet
2. Vendor Authorization to Submit Proposal
3. Vendor Disclosure Statement
4. Corporate Acknowledgement
5. Certificate of Authority - Sample
6. Certificate of Compliance - Act 2016-312
7. Certificate of Compliance - Beason-Hammon

- 8. Immigration Status
- 9. E-Verify MOU
- 10. W-9

5.3 Certification Statement

Vendor will include the following statement:

“I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP and furnish the services at the prices provided with this signed proposal, or as mutually agreed upon after subsequent negotiation.”